



LANDMARK LANDSCAPES
 300 FOREST AVE
 SHEBOYGAN FALLS, WI 53085
 Phone: 920-467-6442
 marshallb@landmarklandscapesinc.com

January 26, 2026
 Estimate# 16055

Joe Trueblood
 Sheboygan Water Utility
 72 Park Ave
 Sheboygan, WI 53081

2026 Turf Cultural Practices Program

Your Landmark Landscape will be created from the ground up with sound horticultural practices and an unwavering commitment to safety. Our services are an expression of old-world craftsmanship blended with modern technology to help you achieve the ideal landscape for your property. From lawn and garden care to landscape design and construction, our team of professionals are here to exceed your expectations.

SCOPE OF WORK

Landmark Landscape, Inc., (“Landmark Landscape”) shall provide the necessary labor, equipment, and materials to perform all landscape work in accordance with the landscape plan, including all specifications, and as described further below at the property located at 72 Park Ave, Sheboygan, WI 53081 (the “Work”). All Work will be performed in an efficient and cost-effective manner by uniformed and trained Landmark Landscapes associates using modern, well-maintained and presentable equipment. Proper personal protective equipment will be worn in accordance with OSHA regulations and all Work will be performed in accordance with the green industry’s accepted best practices.

Spring Fertilization	# of Occurrences: 1	Price Per Occur: \$58.49
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- Application of milorganite to all turf areas.

Spring Fertilization Total: \$58.49

Broadleaf Turf Application	# of Occurrences: 2	Price Per Occur: \$71.71
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- 2 Applications of a broadleaf herbicide to turf.
- Late Spring / Early Summer.
- Late Summer / Early Fall.

Broadleaf Turf Application Total: \$143.42

Summer Fertilization	# of Occurrences: 1	Price Per Occur: \$58.49
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- Application of milorganite to all turf areas.

Summer Fertilization Total: \$58.49

Fall Fertilization	# of Occurrences: 1	Price Per Occur: \$55.00
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- Application of milorganite to all turf areas.

Aeration	# of Occurrences: 1	Price Per Occur: \$103.77
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- Reduce thatch build-up.
- Relieve soil compaction.
- Reduce water runoff and puddling.
- Allow transfer of nutrients and water to the root system of the turf grass more efficiently.

Aeration Total: \$103.77

Conditions of Agreement

Proposal Created By: Marshall Boll / P: (920) 467-6442 / marshallb@landmarklandscapesinc.com / 300 Forest Ave, Sheboygan Falls, WI 53085

SITE ACCESS, STAGING OF MATERIALS AND EQUIPMENT

Client grants permission for use of Client's driveway and property as a staging area for construction materials and as access to the Work site. Landmark Landscapes Inc. will take reasonable precautions to protect the driveway and other surfaces from damage and shall have no liability for cracks and other damage to paved areas or damage to existing turf, landscape features or driveways and walkways that occurs despite the reasonable precautions taken by Landmark Landscapes.

CONTRACT TERM:

The term for this agreement is for one growing season. The approximate dates for which services shall be rendered are 3/1/2026 12:00:00 AM through 2/28/2027 12:00:00 AM.

BILLING AND PAYMENT TERMS:

Contract #16055 Terms: Net 30

Invoices will be sent on the first day of each month for the prior month's services. Payment in full is due within 30 days of the invoice date unless otherwise stated above. If payment is not received within 30 days of invoice date, services may be suspended until the account has been made current. Additionally, after 30 days, finance charges will be assessed in the amount of 1.5% of the late amount (18% per annum).

Credit Card Convenience Fee

Effective March 1, 2021 a convenience fee of 3% will be assessed to each credit/ debit card transaction. No fees will be applied for cash or check payments.

Fuel Surcharge

A fuel surcharge will be applied to labor rates of this contract and added to the invoice in event of a substantial cost increase in either diesel fuel or regular gasoline. The surcharge will come into effect when posted fuel prices from the E.I.A. rise above the current level in excess of 25%. Increases will be measured from the posted price of diesel and regular gasoline on the E.I.A website for the Midwest (PADD2) area for the week of 1/26/2026 6:20:49 PM.

Should either the price of gas or diesel have a 25% increase from aforementioned rates, a 3% fuel surcharge will be applied to your invoice(s). Should either the price of gas or diesel have a 50% increase from aforementioned rates, a 6% fuel surcharge will be applied to your invoice(s). Should either the price of gas or diesel have a 75% increase from aforementioned rates, an 8% fuel surcharge will be applied to your invoice(s).

INDEMNIFICATION

Client shall indemnify and hold Landmark Landscapes, its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees which Landmark Landscapes, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Client or its agents or invitees.

Landmark Landscapes shall indemnify and hold Client harmless from and against any and all liabilities, losses, damages, costs and expenses including attorney's fees which Client may hereafter suffer in connection with any

claim, action or right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Landmark Landscapes or its directors, officers, employees, agents, sub-contractors, material suppliers or invitees.

CHANGE ORDERS

After execution of this contract, any changes to the Work shall be accomplished by the written agreement of Landmark Landscapes and Client pursuant to a written change order (each a "Change Order"). Each Change Order shall be signed by Landmark Landscapes and Client and shall set forth the Change in the Work and adjustments to the Contract Price as required.

FORCE MAJEURE

No delay or failure in performance by Landmark Landscape shall constitute a default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of Landmark Landscapes and by which Landmark Landscapes is unable to prevent or provide against by the exercise or reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, pandemic, or other catastrophes (collectively, "Force Majeure"). This proposal does not include the cost of multiple mobilizations, temporary irrigation of or the holding of trees, shrubs or perennials that have been delivered to site, but cannot be installed due to Force Majeure events or the site not being ready when the client or general contractor has approved the area for landscaping. Landmark Landscapes will issue a Change Order should such situation arise.

UTILITIES

If Landmark Landscapes is required to excavate as part of performing the Work, Landmark Landscapes will notify Diggers Hotline prior to commencement of any excavation as required by law. The identification of the location of private utilities including but not limited to propane or natural gas lines, sewer laterals, sprinkler systems, drain tiles, ornamental lighting fixtures and wiring, existing landscape lighting fixtures and wiring, electric lines for detached structures and underground dog fences ("Private Utilities") is the responsibility of the Client. Landmark Landscapes bears no responsibility for damage to Private Utilities. If Client requests the marking of Private Utilities there will be an additional cost for hiring a utility locating company.

CONFIDENTIALITY

This document and/or any attachments transmitted with it may contain confidential information belonging to Landmark Landscapes, Inc. and protected by copyright and privacy laws. All documents, designs, sketches, plans, renderings, representations, and creations remain the property of Landmark Landscapes, Inc., unless otherwise provided. The information in this document and/or any attachments is intended solely for the personal use of the intended recipient, and any unlicensed disclosure, copying, reproduction, distribution, dissemination, rendering, or use of this information is strictly prohibited.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Landmark Landscapes.

SUCCESSORS & ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Landmark Landscapes may subcontract part of the services, but such subcontracting shall not relieve Landmark Landscapes of any of its obligations under this Agreement.

GOVERNING LAW

This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of Wisconsin.

SEVERABILITY

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or



Landmark
Landscapes

Total Property Care

Landmark Landscape's **Total Property Care System** is a comprehensive service package designed to solve all of your landscape needs with a single point of contact.

Let us know if we can assist you by adding any of these additional services:

Seasonal Services

- Annual Floral Installation & Maintenance
- Seasonal Displays
- Holiday Lighting
- Snow & Ice Management

Plant Health Care

- Tree Care and Removal
- Plant Bed Maintenance
- Mulch Installation
- Spring & Fall Cleanups
- Watering of Trees, Shrubs & Turf
- Winter Protection For Trees & Shrubs

Landscape Design Build

- Design Services
- Patio & Retaining Wall Installation
- Outdoor Kitchens
- Low Voltage Lighting & Sound Installations
- Landscape Enhancement Plantings

Turf Management

- Lawn Mowing
- Fertilization Program
- Dethatching
- Core Aeration
- Overseeding

Specialty Services

- Firewood Delivery & Stacking
- Mosquito Control
- Patio Furniture Cleaning & Storage
- Grill Cleaning
- Gutter Cleaning
- Garbage Collection

Technical Services

- Lighting System Inspection & Adjustment
- Irrigation System Management
- Water Feature Maintenance
- Fire Feature Management